

LABOR AGREEMENT

FOR THE YEARS

1999, 2000, and 2001

TEAMSTERS "GENERAL" LOCAL UNION NO. 200



**COUNTY OF WAUKESHA
WAUKESHA, WISCONSIN**

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AGREEMENT

This Agreement made and entered into on the date hereinafter stated, by and between Waukesha County, hereinafter referred to as the "County" and Teamsters General Local Union No. 200 of the I.B. of T. hereinafter referred to as the "Union", for the purpose of maintaining harmonious labor relations, improving employee efficiency and the quality of service rendered to the County and public, and to maintain a uniform minimum scale of wages, working conditions, and hours among the employees, members of the Union of the Waukesha County Highway Department, and to facilitate a peaceful adjustment of all grievances and disputes which may arise between the County and the employees.

ARTICLE I

MANAGEMENT RIGHTS RESERVED

- 1.01 Except as otherwise specifically provided herein, the Management of the County Department and direction of the work force including but not limited to the right to hire, transfer, promote, lay off employees for lack of work or funds and recall employees, the right to decide job qualifications for hiring, the right to discipline or discharge employees for cause, the right to abolish and/or create positions, the right to make reasonable rules and regulations governing conduct and safety, the right to determine schedules of work, to determine methods, procedures and equipment used in providing services, to provide new equipment or discontinue temporarily or permanently, in whole or in part, the operations or services performed by the employees herein, to subcontract any or all of said operations or services and to determine the number of employees assigned to any particular operation or service are vested exclusively in the County. Management in exercising these functions will not discriminate against any employee because of his or her representation by the Union.

ARTICLE II

NON-DISCRIMINATION

- 2.01 The parties and employees covered herein agree none will discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, age, sexual preference, or marital status.

ARTICLE III

RECOGNITION AND BARGAINING UNITS

- 3.01 The County recognizes and acknowledges that Teamsters General Local Union No. 200 of the I.B. of T. is the exclusive representative of all regular full-time and part-time employees of the Waukesha County Highway Department for the purpose of collective bargaining but excluding office employees, professional employees, guards, craftsman, confidential employees, supervisors as defined in the Act and all other employees.

ARTICLE IV

UNION ACTIVITIES

- 4.01 Except as provided hereafter, no employee shall conduct any Union or other private business on County time.
- 4.02 The County shall allow a steward and the aggrieved party sufficient time with pay for the proper processing of grievances up through Step III of the grievance procedure if occurring during the employees scheduled hours of work.

- 4.03 The union business representative having business with individual members of the Union may confer with such Union members during working hours. Such privilege shall not be abused.
- 4.04 The County agrees that Union notices pertaining to Union business may be posted in bulletin boxes and on bulletin boards.
- 4.05 The Union shall supply the County with a written list of the names of the stewards, and shall promptly notify the County of any changes which might occur in such list during the life of this Agreement.

ARTICLE V MODIFIED FAIR SHARE

- 5.01 The parties agree that all new employees hired after the signing of this Agreement and employees who are voluntarily paying their fair share of the costs of representation by the Union on the date this Agreement is signed, as well as all present employees who thereafter voluntarily agree to pay such costs shall be required to continue paying such costs for the duration of this Agreement. No employee shall be required to join the Union, but membership in the Union shall be available to all employees who apply, consistent with the Union's constitution and bylaws.
- 5.02 No employee will be denied membership because of race, color, religion, sex, national origin, disability, age, sexual preference, or marital status. This article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Association has denied an employee membership because of race, color, religion, sex, national origin, disability, age, sexual preference, or marital status.
- 5.03 The Union will represent all of the employees in the bargaining unit members and non-members, fairly and equally, and shall certify the amount that employees would pay as their proportionate share of the costs of the collective bargaining process and contract administration.
- 5.04 The Employer agrees that it will deduct from the earnings of all such employees the amount of money certified by the Union as being the monthly dues uniformly required of all employees. Changes in the amount of dues to be deducted shall be certified by the Union thirty (30) days before the effective date of the change. Deductions shall be made each month, and the total of such deductions shall be paid to the Union.
- 5.05 The Employer shall not be liable to the Union, employees or any party by reason of its implementing this Article or remitting or paying of any sum hereunder.
- 5.06 The Union shall indemnify and save the County harmless against any and all claims, demands, suits, orders, judgements or other forms of liability against the County that arise out of the County's compliance with this modified fair share agreement.
- 5.07 Any employee who may be subject to the provisions of the modified fair share agreement and who is not a member of the Union, will if they object, be reimbursed by the Union for any portion of the dues deducted not strictly related to the collective bargaining process or contract administration.
- 5.08 In the event during the continuance of its recognition the Union, its officers, agents, or employees, or any of its members or members of its constituent locals, acting individually or in concert with one another, engage in or encourage any Union authorized strike or work stoppage against the County, including any of its departments and/or agencies, the deductions and payments of dues made in accordance with this Agreement shall be terminated forthwith by the County. Thereafter, for a period of one year, measured from the date of the onset of such strike or work stoppage, no such deductions shall be made from the earnings of any employee.

ARTICLE VI
NO STRIKE - NO LOCKOUT

- 6.01 During the term of this Agreement and during negotiations, the Union and the employees subject to this Agreement agree that they will not cause, encourage, participate in, or support any strike (including sympathy strikes), picketing, slowdown, refusal to perform work, or other interruption of or interference with the normal functions required of management by the County of Waukesha. Any violation of this paragraph shall be grounds for disciplinary action up to and including discharge.
- 6.02 During the term of this Agreement and during negotiations, the Employer agrees that employees subject to this Agreement will not be locked out or prevented from carrying out or performing their normal duties as employees of the County of Waukesha.

ARTICLE VII
GRIEVANCE PROCEDURE

- 7.01 A grievance is a claim or dispute by an employee of the County concerning the interpretation or application of this Agreement. Any other complaint or misunderstanding may be processed through Step three (3) of the grievance procedure. To be processed, a grievance shall be presented in writing to the department head with a copy to the Human Resources Division under Step two (2) below within thirty (30) days after the time the employee affected knows or should know the facts causing the grievance. Grievances shall be processed as follows:
- Step one (1) The employee and/or his Union representative shall attempt to settle the issue with the immediate supervisor.
- Step two (2) If the issue is not settled, then the employee, his representative, and the immediate supervisor shall attempt to settle the issue with the department head. Such issues shall be in writing stating fully the details of the grievance and shall be submitted within ten (10) working days of Step one (1). The department head shall hear the grievance within ten (10) working days and shall render his decision in writing within ten (10) working days.
- Step three (3) If a satisfactory settlement is not reached as outlined in Step two (2), the grievance may be submitted to the Director of Administration who shall hear the grievance within ten (10) working days after its receipt and shall render its decision within ten (10) working days. If the grievance is not presented to the Director of Administration within ten (10) working days of the department head's response in Step two (2), it shall be considered settled.
- Step four (4) If a satisfactory settlement is not reached as outlined in Step three (3), the grievance may be submitted to arbitration within ten (10) workdays; one (1) arbitrator to be chosen by the County, one (1) by the Union, and a third to be chosen by the first two, and he shall be Chairman of the Board. (If the two cannot agree on the selection of the third member, the parties shall request a panel of names from the Wisconsin Employment Relations Commission and shall alternately strike a name from such panel until the name of one person remains who shall serve as Board Chairman.) The Board of Arbitration shall after hearing by a majority vote, make a decision on the grievance, which shall be final and binding on both parties. Only questions concerning the application or interpretation of this contract are subject to arbitration.
- 7.02 Each party shall bear the cost of its chosen arbitrator and the cost of the third arbitrator, transcripts, and meeting rooms, if any, shall be shared equally by the parties.
- 7.03 Time limits contained in the grievance procedure may be extended by mutual consent of the parties.

ARTICLE VIII
EMPLOYEE DEFINITIONS

- 8.01 Probationary Employees All newly hired employees entering into regular full-time or regular part-time employment shall serve a probationary period of six (6) calendar months. If an employee is dismissed during the probationary period, he shall not have recourse to the grievance procedure.
- 8.02 Regular Full-Time Employees A regular full-time employee is defined as an employee who has a work schedule of at least eighty (80) hours bi-weekly on a year-round basis, and who receives full employee benefits.
- 8.03 Regular Part-Time Employees A regular part-time employee is defined as an employee who has a work schedule of at least forty (40) hours bi-weekly on a year-round basis, and who receives half employee benefits.
- 8.04 Temporary, Seasonal, Emergency or Limited Term Employees An employee performing work for a limited term in these categories does not accrue seniority or accrue or receive any fringe benefits and may be terminated at any time.
- 8.05 Temporary and Seasonal Employees to Regular Part-Time and Full-Time Employees Full-time temporary or full-time seasonal employees who become regular full-time or regular part-time employees without a break in their continuous service shall have their seniority established as of the date of hire, including the time spent as a temporary or seasonal employee. Seniority accrued as a temporary or seasonal employee shall apply only to:
- A. Vacation eligibility but not accrual.
 - B. Bids on promotional opportunities.

These employees shall serve a normal probationary period and eligibility for all other fringe benefits will be determined by the date of placement into a regular full-time or regular part-time position.

ARTICLE IX
SENIORITY

- 9.01 Definition Seniority shall mean the status attained by length of continuous service following the successful completion of the probationary period. Seniority shall accrue from the date an employee entered or reentered employment with the County and shall indicate time worked excluding personal leave of absence exceeding thirty (30) days but including leaves of absence granted for illness and United States Military Service.
- 9.02 Seniority shall be a factor applied as hereafter provided in layoffs, recalls, promotions, and vacation selection.
- 9.03 Loss of Seniority Employees shall lose their seniority for any of the following reasons:
- A. Discharge.
 - B. Resignation.
 - C. Absence from work without an acceptable reason for two (2) consecutive workdays without notifying the County of the reason for such absence. This employee shall be considered as having resigned.
 - D. Unexcused failure to return to work when recalled from a layoff as set forth in the recall procedure.

- E. Unexcused failure to return to work after the expiration of a vacation period, leave of absence, or period for which Worker's Compensation was paid.
- F. Retirement.
- G. On layoff for a continuous period of time equivalent to twelve (12) or more calendar months.

- 9.04 Shift Preference An employee who wishes to make a lateral transfer in the same classification to another shift shall submit his request or preference in writing to the department head. When a vacancy occurs, the department head will select the most senior employee from this list.
- 9.05 The County agrees to supply the Union with a seniority list on or about July 1st of each year, and to post the list in the department for at least thirty (30) days. Any questions concerning the accuracy of the list may be considered a grievance and must be raised within thirty (30) days of the posting.

ARTICLE X LAYOFF AND RECALL

- 10.01 Layoff shall mean the separation of an employee from the active work force due to lack of work or funds; or due to the abolition of positions resulting from changes in the organization.
- 10.02 The layoff of regular employees in any department shall be in inverse order of County-wide seniority of employees in the department affected, except as hereafter provided. A department head may deviate from seniority in layoffs and recalls when seniority alone would result in retaining an employee unable to maintain a level of performance equal to County standards.
- 10.03 Recall From Layoff
- A. The recall of regular employees from layoff shall be in inverse order of layoff. A department head may deviate from seniority in recalls from layoff when seniority alone would result in recalling an employee unable to maintain a level of performance equal to County standards.
 - B. The names of employees laid off through no fault of their own shall remain on a departmental call list for a period equal to twelve (12) calendar months from date of layoff.
 - C. Employees recalled from layoff shall be given a maximum of five (5) workdays to respond after notice has been sent by certified mail to their last known address on file with the Division of Human Resources, and five (5) workdays to resume work. This notice shall constitute sufficient notice of work availability.
 - D. Employees who fail to respond to or decline a call to return to work within the time limits provided above shall be presumed to have resigned. The names of such employees are to be removed from the seniority list, and, if they are subsequently re-employed, they shall return to work as new employees.
- 10.04 Employees who are scheduled for layoff may replace employees of lower job classifications within the same department, provided that they have more seniority than the person occupying the lower job classification.
- 10.05 Employees with greater seniority who by reason of a layoff replace other employees in lower job classifications shall be restored to their former classification when such a position becomes available. If such employee, when offered job restoration, declines the job, the employee's right to the job shall be forfeited. However, such employee shall not be prohibited from bidding on future vacancies in that job classification.

ARTICLE XI
PROMOTIONS, TRANSFERS, DEMOTIONS

- 11.01 Highway Operations A vacancy in Transportation Department operations other than entry level jobs (Wage Level I & II) shall be posted in all Transportation Department bulletin boards for a minimum of five (5) workdays. The job requirements and qualifications shall be a part of the posting and sufficient space will be provided for interested employees to sign said posting. Employees who have signed the posting will be notified of the decision within five (5) working days of the decision whenever possible.
- 11.02 Promotion to a higher classification shall be based upon prior work performance, experience, in-service training and seniority. Ability and experience being equal, the employee with the greatest seniority shall be given the position.
- 11.03 Upon promotion, an employee shall be granted a salary increase equal in amount to one step of the higher classification but his new salary shall be no less than the minimum of the new salary range. In the event the salary increase places the employee between salary steps, he shall normally be placed on the next higher step in the new salary range.
- 11.04 In cases where employees are on leaves such as sick leave, leaves when worker's compensation is paid, vacations or other short-term leaves of absence, the Director of Transportation or designee shall make temporary assignments to fill any such position selecting an employee who, in his judgment, is deemed capable and qualified to perform the required work. When these temporary assignments, except for vacation relief and jury duty, involve movement into a higher wage level and extend to more than ten (10) workdays, they shall be filled in accordance with the posting procedure of the labor agreement. Only one posting is required in any temporary vacancy and sequential posting are not required.
- 11.05 Qualifications Disputed A question of an employee's qualifications for a job may be taken up through the grievance procedure by the Union.
- 11.06 The County will give consideration to employee bids which will result in demotions or transfers.
- A. A demotion is the movement of an employee from a position in one classification to a position in another classification having a lower maximum wage.
- B. A transfer is the movement of an employee from one position to another in the same classification, into another department; or the change from one classification to another classification having the same wage plan.
- 11.07 Regular full-time or regular part-time employees who are promoted or demoted shall serve a trial period of sixty (60) days in the new position during which time their performance will be periodically evaluated. Employees failing to satisfactorily pass the sixty (60) day probationary evaluation for a promotion, or at the employee's request, during this period of time, shall be returned to their former classification and rate of pay.
- 11.08 In the event of a demotion due to an individual employee's inability to function in the higher classification or at the employee's request, the employee shall be placed in the pay range of the new classification in accordance with years of service, qualifications and an assessment of the employee's present capabilities.
- 11.09 Employees who are promoted, demoted, or transferred from a position in another bargaining unit shall have a new probationary period of six (6) calendar months. This probationary period will not affect the eligibility or earning of employee benefits; but an employee may be dismissed during this probationary period, without recourse to the grievance procedure. An employee being dismissed under this clause for reasons other than misconduct, tardiness, or absenteeism, if within ninety (90) days of their employment on the new job, may request a return to his or her prior job if it is then vacant.

ARTICLE XII
WORKWEEK/WORKDAY

- 12.01 The normal workweek shall consist of forty (40) hours, and time worked in excess of this amount shall be compensated at one and one-half (1-1/2) times the normal rate of pay. Five (5) consecutive eight (8) hour days shall constitute a workweek. Eight (8) consecutive hours shall constitute a normal workday.
- 12.02 The normal workday shall be eight (8) hours, and the normal workweek shall be forty (40) hours, Monday through Friday. The current hours, except for janitors, are 7:00 A.M. to 12:00 Noon and 12:30 P.M. to 3:30 P.M.
- A. Employees called in for emergency work before the start of their normal workday will be assigned a total of at least eight (8) hours of work that calendar day. Those hours worked before the start of their regularly scheduled hours will be paid at time-and-one-half (1-1/2). An employee's scheduled hours will not be changed from day to day for the purpose of avoiding the payment of such overtime.
- B. If any reduction of work occurs, the County will use the layoff procedure in 10.02 of the Agreement rather than shorten the workday or workweek.
- 12.03 Hours A schedule of hours for each employee will be prepared by the appropriate department head. This schedule shall be the matter of record. This schedule may be modified or adjusted at the discretion of the department head to meet the needs of the department. Regular schedules will not be changed for less than one week at a time. All time paid for shall be counted as hours worked.
- 12.04 Rest Period Any employee scheduled to work four (4) or more consecutive hours will be granted a fifteen (15) minute rest period within the four (4) hour working period. Rest period schedules will be at the discretion of the supervisor and/or department head.

ARTICLE XIII
PREMIUM PAY

- 13.01 Overtime Regular full-time employees shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of forty (40) hours per week.
- 13.02 Holiday Pay Employees working on any of the holidays set forth in Article 16 will receive holiday pay plus compensation at the rate of time and one-half (1-1/2) the regular rate of pay for the hours actually worked.
- 13.03 Call-in Time Employees who shall be called to work at other than the regularly scheduled starting time shall be entitled to at least two (2) hours pay at time and one-half (1-1/2). This provision shall not apply to an employee who starts work early and continues into regularly scheduled hours or who continued past regularly scheduled hours.
- 13.04 Compensatory Time In lieu of cash payment for overtime work, regular full-time employees may elect to accumulate up to 26-2/3 overtime hours at the rate of one and one-half (1-1/2) hours for each one (1) hour of overtime worked up to a maximum of 40 hours of compensatory time.

Such compensatory time may be taken off within the pay period in which it is earned or during the months of March, April, May, June, July, August, September, and October provided it is requested at least 5 working days in advance and approved by the department head.

Accumulated but unused compensatory time will be paid at the end of the year in which the overtime work was performed.

ARTICLE XIV

WAGES

- 14.01 All wage rates shall be biweekly and based upon eighty (80) hours of work and shall be set forth in the appendix. Wages will be based on the nature of the job and the degrees of responsibility involved, the training, experience, skill required on the job, performance, and seniority. Wage increases for length and quality of service will be provided within job categories.
- 14.02 Adjustments in an employee's rate of pay start at the beginning of the pay period in which the employee becomes eligible and subsequent to approval of the change in pay.
- 14.03 Whenever an employee works at a higher-rated classification for eight (8) hours or more, he shall receive the rate of pay for the high classification.
- 14.04 All employees shall be paid every other Wednesday. If the regular payday falls on a holiday, pay checks will be available on the preceding work day.
- 14.05 End of Probationary Period Upon successful completion of a probationary period, a one-step salary increase shall be granted effective the first day of the pay period in which the probationary period is completed. In the event of the extension of a probationary period, the increase will be granted at the completion of the extended probationary period.
- 14.06 Within Range Salary Increases The normal salary progress for employees shall be as follows:
- A. Regular full-time employees shall normally be hired at the minimum of their classification and shall be advanced to the second step after successful completion of their probationary period. They shall receive a merit increase to the third step prior to or upon completion of six (6) months of work in the second step.
 - B. In the event a pay increase is not given at the completion of a step, such increases may be given prior to the completion of the next step if the employee's work performance improves to a satisfactory level to the requirements of his position.
 - C. Regular part-time employees shall be eligible to receive merit increases in the above salary plan when their hours worked in each step equal those of regular full-time employees.
- 14.07 Longevity Pay
- A. Longevity shall mean a percentage of salary earned by the employee based on length of service defined in Section 9.01 of this Agreement. Regular full-time or regular part-time employees hired before January 1, 1973 are eligible to receive longevity pay in addition to their earnings, the rate will be 6.5% of their gross earnings.

ARTICLE XV

INSURANCE AND WISCONSIN RETIREMENT FUND

- 15.01 Hospital and Surgical Insurance
- A. The County will provide a Point-of-Service hospital and surgical insurance plan and will also offer Health Maintenance Organization (HMO) plans as an alternative. Each plan specifies eligibility requirements and enrollment procedures. The County has the right to select a different health insurance carrier or administrator providing the coverage is substantially equivalent and there is no lapse in coverage. Any change in insurance benefits must be bargained with the union.

- B. Regular full-time and regular part-time employees are eligible to apply for the County's hospitalization plan following sixty (60) days of employment and the insurance will become effective on the first day of the month after application acceptance.
- C. Regular Full-Time Employees The County will pay ninety percent (90%) of the cost of a single or family HMO or Point of Service (POS) plan. Eligible employees will pay ten percent (10%) of a single or family HMO or POS plan.
- D. Regular Part-Time Employees The County will pay forty-five percent (45%) toward the cost of a single or family HMO or POS plan. Eligible employees will pay fifty-five percent (55%) of the cost of a single or family HMO or POS plan.
- E. This shall pertain to County employees with five (5) years continuous service.

The County shall provide one (1) month of hospital and surgical insurance and life insurance at the Employer's cost to those employees who have exhausted their sick leave accumulation and who are still unable to return to work due to illness or injury.

- F. Employees who retire may continue to participate in the group hospitalization and surgical plan by paying the premium for this insurance to the County one (1) month in advance.

15.02 Dental Insurance

- A. The County agrees to offer a group dental insurance plan to eligible employees. The County will also offer a dental Health Maintenance Organization (HMO) as an alternative. Each plan specifies eligibility requirements and enrollment procedures.
- B. Regular full-time employees and regular part-time employees are eligible to apply for the County's dental plan within their first thirty (30) days of employment. The insurance will become effective on the first day of the month following six (6) months of employment after application acceptance.
- C. Regular Full-Time Employees The County will pay ninety percent (90%) per month towards the cost of the least expensive family or single dental insurance plan or HMO plan. Eligible employees will pay ten percent (10%) of the cost of the least expensive plan and any additional cost of their selecting a more expensive plan.
- D. Regular Part-Time Employees The County will pay forty-five percent (45%) towards the cost of the least expensive family or single dental insurance plan or HMO plan. Eligible employees will pay fifty-five percent (55%) of the cost of the least expensive plan and any additional cost of their selecting a more expensive plan.

15.03 Life Insurance After six (6) calendar months of work, the County will participate in the State Group Life Insurance Plan or equivalent coverage and will pay the full premium cost.

15.04 Dependent Life Insurance Regular full-time and regular part-time employees shall be eligible to participate in a dependent life insurance plan which provides \$10,000 life insurance coverage for the employee's spouse and \$5,000 coverage for each eligible dependent.

The employees shall pay the full premium cost of the plan which will also specify benefit limitations, eligibility requirements, and enrollment procedures.

15.05 Wisconsin Retirement Fund After employees complete their first six (6) months of employment, the County shall pay up to six and five-tenths percent (6.5%) towards the employee's share of the Wisconsin Retirement Fund.

ARTICLE XVI

HOLIDAYS

- 16.01 A. The following days shall be observed as paid holidays for regular full- time and regular part-time employees. Regular part-time employees shall receive one-half (1/2) holiday benefits.
- New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Eve
 - Christmas Day
 - New Year's Eve
- B. Floating Holidays Employees working as of February 1, shall be entitled to one (1) floating holiday. Employees working as of June 1, shall be entitled to one (1) floating holiday. Floating holidays are to be used before December 1 of each year and scheduling of these days off shall be requested by the employee and subject to the approval of the department head.
- 16.02 When a legal holiday occurs on a Saturday, an employee will normally receive the preceding Friday off with pay. When a legal holiday occurs on a Sunday, an employee will normally receive the following Monday off with pay. The employee's day off shall be scheduled at the discretion of the department head; and if the above procedure is not followed, the scheduled day off will be posted at least thirty (30) days in advance.
- 16.03 An employee working any of these holidays will receive holiday pay plus their regular compensation at the rate of time and one-half (1-1/2) the regular rate of pay for the hours actually worked. This section shall not apply to departments on a continuous operation.
- 16.04 To be eligible for holiday pay, the employee must work the day before and the day after the holiday (or in the case of a floating holiday, the day before and the day after the applicable eligibility date) unless either day is a regularly scheduled day off or unless the employee has an excused absence.

ARTICLE XVII

VACATIONS

- 17.01 Regular full-time and regular part-time employees are eligible to earn and accrue paid vacation. The employee shall work the majority of scheduled workdays during the month of which vacation credit is to accrue except for time spent on paid vacation or sick leave. Vacation shall be computed in accordance with the following schedule:
- A. During the first calendar year and for each succeeding year through the sixth (6th) year of continuous employment, an employee may earn one (1) day of vacation for each month of employment with a maximum of ten (10) days. Regular part-time employees earn and accrue one-half (1/2) vacation benefits.
 - B. During the seventh (7th) year of continuous employment with the County and during each calendar year thereafter, an employee may earn one and one-half (1-1/2) days of vacation for each month of employment with a maximum of fifteen (15) days per year through the thirteenth (13th) year.
 - C. During the fourteenth (14th) year and for each succeeding year through the twenty-second (22nd) year of continuous employment with the County, an employee may earn two (2) days of vacation for each month of employment with a maximum of twenty (20) days per year.

D. During the twenty-third (23rd) year of continuous employment with the County and during each calendar year thereafter, an employee may earn two and one-half (2-1/2) days of vacation for each month of employment with a maximum of twenty-five (25) days per year.

- 17.02 All vacation time is to be figured on a calendar year basis and all vacation time earned during the calendar year must be taken during the following year and at the discretion of the department head.
- 17.03 An employee must have completed his probationary period to be eligible for vacation benefits and upon completion of the probationary period, accrual of vacation credit will be retroactive to date of hire.
- 17.04 No claim for sick or funeral leave shall be allowed which occurs during vacation.
- 17.05 Holidays are not charged to vacation time.
- 17.06 Non-probationary employees who resign or are dismissed shall receive accrued vacation pay earned through the last complete month worked providing such employees who resign give at least two (2) weeks notice before their last day of work.
- 17.07 Vacation time is not accumulative from one calendar year to the next.
- 17.08 The employee choice of vacation time shall be continued if the efficiency of the department is not impaired by multiple choice of employees for the same period. Reasonable restrictions may be made by the Director of Transportation with the senior employee being given preference on vacation selection. Vacations may not be taken in December, January or February or for more than one (1) week in November except by special permission granted by the Director of Transportation whose decision shall be final.

ARTICLE XVIII

SICK LEAVE

- 18.01 Regular full-time employees shall earn paid sick leave at the rate of one (1) day for each month of employment, with a maximum accumulation of one hundred twenty (120) days. Regular part-time employees shall earn and accrue paid sick leave at one-half (1/2) the benefits specified above.
- 18.02 Employees shall not be eligible to use sick leave benefits during the probationary period, but upon completion of the probationary period, employees shall be credited with sick leave earned from their original date of employment. Upon completion of the probationary period, employees shall receive back pay for any sick leave used during the probationary period up to the extent of their accumulation.
- 18.03 Sick leave benefits shall be recorded on a one (1) hour basis. Absences of less than one (1) hour in one (1) workweek shall not be recorded. Absences in excess of one (1) hour shall be counted to the nearest hour. Effective February 1, 1995, sick leave benefits shall be recorded on the basis of actual usage and reported to the nearest tenth of an hour.
- 18.04 Sick leave credits shall not accrue for periods of unpaid leave of absences. Where an employee on an unpaid leave of absence works the majority of scheduled workdays during a month, the employee will earn a sick day for such month.
- 18.05 Sick leave shall not be used for periods of absence resulting from injury incurred in supplemental employment.
- 18.06 Substantiation
- A. Employees may be required to substantiate the use of sick leave to their department heads.

- B. Department heads shall require a medical certificate from a physician to justify the granting of sick leave in excess of two (2) consecutive days. However, department heads, at their discretion may waive the need for a doctor's certificate of illness.
- C. Sick leave allowance shall not be granted for the day preceding or the day following a paid holiday or the employee's scheduled days off without a doctor's certificate of illness. However, department heads, at their discretion, may waive the need for a doctor's certificate of illness.

18.07 Employees who retire at age sixty-five (65) shall be paid fifty percent (50%) of their unused sick leave accrual. To be eligible for this benefit, they must work until their sixty-fifth (65th) birthday. Employees who retire after their fifty-fifth (55th) birthday and who have twenty (20) years of credited service are also eligible for this benefit.

18.08 Accumulated sick leave credits are not paid upon termination of employment except as provided in Section 18.07.

18.09 Sick Leave Extended to Care for Ill Family Members Regular full-time employees may use up to three (3) days of accumulated sick leave per calendar year to care for an ill or injured spouse, child, or parent. Regular part-time employees may use up to three (3) half-days of sick leave for this purpose.

Use of this benefit is subject to the same notice and substantiation requirements as provided in this article.

ARTICLE XIX FUNERAL LEAVE

19.01 Full-time employees shall be entitled to up to three (3) days of leave with pay to attend the funeral of a member of the immediate family. Immediate family shall be defined as the employee's spouse, child, brother, sister, parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren.

19.02 Part-time employees shall be entitled to up to three (3) one-half days of funeral leave with pay to attend the funeral of a member of the immediate family as defined in Section 19.01.

ARTICLE XX DISABILITY PAY

20.01 Any employee absent from work due to an injury or illness compensable under the Worker's Compensation Act shall, without charge to sick leave, continue to receive eighty percent (80%) of the employee's regular salary for a period not to exceed six (6) months per injury or illness, commencing after the first three (3) days of such illness or injury.

An employee otherwise eligible may use accumulated sick leave for the three (3) days. If the illness or injury necessitates an absence of greater than three (3) days, three (3) days will be restored to the employee's accumulated sick leave.

20.02 Salary for an employee under the provisions of this section shall be paid only as long as an employee is eligible to receive temporary total disability payments under the Worker's Compensation Act.

20.03 Upon expiration of disability pay, an employee who is still unable to return to work but is receiving Worker's Compensation benefits for a temporary total disability shall be ineligible to use accumulated sick leave, holidays, or vacation. Any such previously earned benefits will not be lost by reasons of this paragraph.

- 20.04 The County shall pay its share towards the cost of an employee's selected health care, dental, and life insurance plans for up to three (3) months for employees who are unable to return to work following the expiration of three (3) months of disability pay, due to a compensable worker's compensation injury or illness.

ARTICLE XXI

JURY DUTY AND WITNESS SERVICE

- 21.01 Employees subpoenaed for jury duty shall be paid the difference between their regular rate of pay and the pay received for jury duty, excluding any mileage allowance.
- 21.02 Employees subpoenaed as a witness connected with an incident occurring while on duty as an employee of the County shall be paid the difference between their regular rate of pay and the witness pay, excluding any mileage allowance. This section will not apply when the employee is an adverse party or being represented by a party adverse to the County.

ARTICLE XXII

LEAVE OF ABSENCE

- 22.01 Military Leave Military leaves of absence shall be granted to employees who enlist or who are ordered to military service. Such employees shall return to employment without loss of seniority rights provided application for re-employment is made within the statutory time limits regulating the re-employment rights of veterans returning from the Armed Forces. Re-employment shall be in accordance with the applicable statutes in effect at the time of re-employment.
- 22.02 Maternity Leave When an employee becomes pregnant, she shall furnish the County with a doctor's certificate indicating the approximate date of delivery and the length of time she may continue to perform her normal work duties. She shall be allowed to work until the expected date of delivery, provided that she can perform her normal work duties; and she shall be granted a leave for the period of her medical disability, subject to Section 22.03. The employee must submit a doctor's certificate indicating she can return to work; if she has not returned within six (6) weeks after delivery, she must submit a doctor's certificate indicating her then expected date of return.
- 22.03 Extended Illness Leave Regular employees who have exhausted their sick leave credits shall be granted leaves of absence up to sixty (60) days provided that a doctor's certificate is submitted. Extensions of time beyond the sixty (60) day period may be granted at the discretion of the Director of Administration, subject to individual circumstances. Upon return to work from an extended leave due to illness, an employee shall submit a doctor's certificate indicating he can fully resume his normal work duties.
- 22.04 Personal Leave Upon approval of the department head, employees may be granted personal leaves of absence up to five (5) days to conduct personal business subject to the staffing needs of the department. Personal leaves of longer duration shall be given full consideration, subject to departmental needs and final approval by the Human Resources Division.
- 22.05 Requests for leaves of absence shall be submitted in writing to the department head at least fifteen (15) days prior to the contemplated starting date of the leave and shall state the circumstances involved, the number of workdays requested, and, in the case of a request for a medical leave, shall be accompanied by a physician's statement.
- 22.06 Requests for leaves of absence shall not exceed sixty (60) calendar days, except in cases of military, maternity, educational leaves or leaves due to serious illness.

- 22.07 Employees on statutory medical, family, or military leave of absence will have required County contributions to certain benefits as required by law. Employees on non-statutory leaves extending beyond sixteen (16) days may continue to participate in the group health, dental, and life insurance policies provided they assume the payments of the premium.
- 22.08 Leaves of absence granted for personal illness, family illness, or personal reasons provided by the County include those granted by the State of Wisconsin, Family and Medical Leave Law and are not in addition to them.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

- 23.01 All employees shall be assigned singularly to vehicles, both winter and summer, except when the Supervisor deems it unsafe for one (1) employee to operate it alone.
- 23.02 The Employer will provide adequate clean-up facilities.
- 23.03 When necessary for the work, gloves, raincoats and boots shall be provided by the Employer. The County will provide coveralls to all employees. These will be worn on duty only.
- 23.04 Safety devices and a first aid kit shall be provided for all mobile equipment.
- 23.05 Mileage Reimbursement All employees required to use their own automobile on County business which is approved by the department head shall be reimbursed effective upon ratification at the rate of thirty-three cents (33¢) per mile, effective January 1, 2000 at the rate of thirty-four cents (34¢) per mile, and effective January 1, 2001 at the rate of thirty-five cents (35¢) per mile. Mileage reimbursement will not exceed the amounts allowable by the Internal Revenue Services.

Carpool Incentive Employees using personal vehicles for Department authorized work-related purposes who transport other employees will be eligible for an additional mileage allowance as follows:

3 - 4 people in a vehicle	-	\$0.10 cents per mile;
5 - 6 people in a vehicle	-	\$0.20 cents per mile;
7 + people in a vehicle	-	\$0.30 center per mile.

ARTICLE XXIV

SEPARABILITY

- 24.01 Should any provision of this Agreement be held to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

ARTICLE XXV

TIME FOR NEGOTIATIONS

- 25.01 Collective bargaining shall be carried on by the parties as follows:
- A. Submission of Union demands by August 1.
 - B. Submission of County's counter proposal or answer by September 1.
 - C. The first meeting of the parties to be held by October 15.

ARTICLE XXVI

DURATION

26.01 This Agreement shall become effective January 1, 1999, and shall remain in full force and effect until December 31, 2001. It shall continue in full force and effect thereafter until such time that either party desires to open, amend, or otherwise change this Agreement.

Dated this _____ day of April, 1999.

FOR THE COUNTY:

FOR THE UNION:

April _____, 1999

Lee Wenker, Business Representative
Teamsters Local 200
W7215 Melody Lane
Fond du Lac, WI 54935

Dear Mr. Wenker:

The purpose of this letter is to confirm an agreement reached during the collective bargaining process covering the Transportation Department employees (Teamsters Local 200) for the calendar years 1999, 2000, and 2001.

It has been agreed that when a Patrol Worker vacancy exists the following notice will be put up:

"This is to advise all interested parties that the Patrol Worker position at the _____ Substation is now vacant. Section 11.01 of the current contract provides that job vacancies in the Transportation Department other than entry level positions must be posted. Since the Patrol Worker is an entry level position and seniority is applicable only upon promotions to higher classifications, we are advising interested parties that this position is now available. Anyone interested should submit a written notice to me by _____. The written notice shall state the reason for the request."

Assignment of equipment, areas of work, and substations are a right and responsibility of management. To the extent the department assigns work out of substations, the County will advise employees of openings in Patrol Workers positions as they occur.

Sincerely,

Daniel M. Finley,
County Executive

1999 WAGE SCHEDULE
Effective January 2, 1999

Step	1	2	3	4	5	
I. Parts Runner	\$828.54	\$858.92	\$889.22	\$919.50	\$949.83	Biweekly
	10.36	10.74	11.12	11.49	11.87	Apprx Hrly
	1795.00	1861.00	1927.00	1992.00	2058.00	Apprx Mth
II. Patrol Worker	\$901.70	\$1010.35	\$1118.97	\$1227.57		Biweekly
	11.27	12.63	13.99	15.34		Apprx Hrly
	1954.00	2189.00	2424.00	2660.00		Apprx Mth
III. Tandem Truck Driver	\$1227.57					Biweekly
Four Wheel Drive	15.34					Apprx Hrly
Plow	2660.00					Apprx Mth
IV. Sign Installer	\$1270.11					Biweekly
Stock Clerk	15.88					Apprx Hrly
	2752.00					Apprx Mth
V. Crew Leader	\$1161.00	\$1200.08	\$1237.62	\$1270.53	\$1303.02	Biweekly
Mechanic	14.51	15.00	15.47	15.88	16.29	Apprx Hrly
	2516.00	2600.00	2682.00	2753.00	2823.00	Apprx Mth
VI. Lead Mechanic	\$1197.97	\$1245.64	\$1295.46	\$1346.40	\$1400.58	Biweekly
	14.97	15.57	16.19	16.83	17.51	Apprx Hrly
	2596.00	2699.00	2807.00	2917.00	3035.00	Apprx Mth

1999 WAGE SCHEDULE
Effective July 3, 1999

Step	1	2	3	4	5	
I. Parts Runner	\$845.11	\$876.10	\$907.00	\$937.89	\$968.83	Biweekly
	10.56	10.95	11.34	11.72	12.11	Apprx Hrly
	1831.00	1898.00	1965.00	2032.00	2099.00	Apprx Mth
II. Patrol Worker	\$919.73	\$1030.56	\$1141.35	\$1252.12		Biweekly
	11.50	12.88	14.27	15.65		Apprx Hrly
	1993.00	2233.00	2473.00	2713.00		Apprx Mth
III. Tandem Truck Driver	\$1252.12					Biweekly
Four Wheel Drive	15.65					Apprx Hrly
Plow	2713.00					Apprx Mth
IV. Sign Installer	\$1295.51					Biweekly
Stock Clerk	16.19					Apprx Hrly
	2807.00					Apprx Mth
V. Crew Leader	\$1184.22	\$1224.08	\$1262.37	\$1295.94	\$1329.08	Biweekly
Mechanic	14.80	15.30	15.78	16.20	16.61	Apprx Hrly
	2566.00	2652.00	2735.00	2808.00	2880.00	Apprx Mth
VI. Lead Mechanic	\$1221.93	\$1270.55	\$1321.37	\$1373.33	\$1428.59	Biweekly
	15.27	15.88	16.52	17.17	17.86	Apprx Hrly
	2648.00	2753.00	2863.00	2976.00	3095.00	Apprx Mth

Prior to 01/01/90 any individuals previously classified as Equipment Operator will continue to receive Wage Level IV rates of pay subject to the provisions of Article XI.

EQUIPMENT PAY RATES

Employees who are assigned to use the following pieces of equipment will be paid at Wage Level IV under the following conditions:

I. Boom Arm Mower	Hydraulic Excavator	Skid Steer Loader w/ Attachments
Centerline Operator (paint guns)	Mower w/ Multiple Attachments	Slip Paver
Dozer-Crawler	Pavement Router	Steamer Unit
Front End Loader	Pressurized Tar Kettles	Stump Grinder
Grader	Rubber Tire Roller	Tractor-Sprayer
Hand Striper	Sewer Jet	Vacuum Sweeper
Hi-Ranger		

1. The employee assigned to those pieces of equipment will receive Wage Level IV rate of pay for eight (8) hours. If the work assignment is interrupted by an equipment breakdown or weather conditions, employees will be paid for the actual hours of operations.
2. If a piece of equipment allows for multiple operators, the additional employees assigned to that equipment will be paid Wage Level IV rates for actual hours of operation.

II. Air Compressor Controls	Jack Hammers	Walk-behind Pavement Grinder
Back Hoe	Lute Rake	Wood Chipper
Cement Finisher	Walk-behind Concrete Saw	

1. Individuals assigned to operate these pieces of equipment will be paid Wage Level IV for four (4) hours. Needed additional operators will also be paid at Wage Level IV for four (4) hours.

All other equipment not listed here, will be subject to approval by the Field Operations Manager and paid based on actual hours worked.

2000 WAGE SCHEDULE
Effective January 1, 2000

Step	1	2	3	4	5	
I. Parts Runner	\$878.70	\$910.62	\$942.45	\$974.27	\$1006.13	Biweekly
	10.98	11.38	11.78	12.18	12.58	Apprx Hrly
	1904.00	1973.00	2042.00	2111.00	2180.00	Apprx Mth
II. Patrol Worker	\$947.32	\$1061.48	\$1175.59	\$1289.68		Biweekly
	11.84	13.27	14.69	16.12		Apprx Hrly
	2053.00	2300.00	2547.00	2794.00		Apprx Mth
III. Tandem Truck Driver	\$1289.68					Biweekly
Four Wheel Drive	16.12					Apprx Hrly
Plow	2794.00					Apprx Mth
IV. Sign Installer	\$1334.38					Biweekly
	16.68					Apprx Hrly
	2891.00					Apprx Mth
V. Stock Clerk	\$1342.62					Biweekly
	16.78					Apprx Hrly
	2909.00					Apprx Mth
VI. Crew Leader	\$1219.75	\$1260.80	\$1300.24	\$1334.82	\$1368.95	Biweekly
	15.25	15.76	16.25	16.69	17.11	Apprx Hrly
	2643.00	2732.00	2817.00	2892.00	2966.00	Apprx Mth
VII. Mechanic	\$1227.99	\$1269.04	\$1308.48	\$1343.06	\$1377.19	Biweekly
	15.35	15.86	16.36	16.79	17.21	Apprx Hrly
	2661.00	2750.00	2835.00	2910.00	2984.00	Apprx Mth
VIII. Lead Mechanic	\$1266.83	\$1316.91	\$1369.25	\$1422.77	\$1479.69	Biweekly
	15.84	16.46	17.12	17.78	18.50	Apprx Hrly
	2745.00	2853.00	2967.00	3083.00	3206.00	Apprx Mth

Prior to 01/01/90 any individuals previously classified as Equipment Operator will continue to receive Wage Level IV rates of pay subject to the provisions of Article XI.

EQUIPMENT PAY RATES

Employees who are assigned to use the following pieces of equipment will be paid at Wage Level IV under the following conditions:

I. Boom Arm Mower	Hydraulic Excavator	Skid Steer Loader w/ Attachments
Centerline Operator (paint guns)	Mower w/ Multiple Attachments	Slip Paver
Dozer-Crawler	Pavement Router	Steamer Unit
Front End Loader	Pressurized Tar Kettles	Stump Grinder
Grader	Rubber Tire Roller	Tractor-Sprayer
Hand Striper	Sewer Jet	Vacuum Sweeper
Hi-Ranger		

- The employee assigned to those pieces of equipment will receive Wage Level IV rate of pay for eight (8) hours. If the work assignment is interrupted by an equipment breakdown or weather conditions, employees will be paid for the actual hours of operations.
- If a piece of equipment allows for multiple operators, the additional employees assigned to that equipment will be paid Wage Level IV rates for actual hours of operation.

II. Air Compressor Controls	Jack Hammers	Walk-behind Pavement Grinder
Back Hoe	Lute Rake	Wood Chipper
Cement Finisher	Walk-behind Concrete Saw	

- Individuals assigned to operate these pieces of equipment will be paid Wage Level IV for four (4) hours. Needed additional operators will also be paid at Wage Level IV for four (4) hours.

All other equipment not listed here, will be subject to approval by the Field Operations Manager and paid based on actual hours worked.

2001 WAGE SCHEDULE
Effective December 30, 2000

Step	1	2	3	4	5	
I. Parts Runner	\$905.06	\$937.94	\$970.72	\$1003.50	\$1036.31	Biweekly
	11.31	11.72	12.13	12.54	12.95	Apprx Hrly
	1961.00	2032.00	2103.00	2174.00	2245.00	Apprx Mth
II. Patrol Worker	\$975.74	\$1093.32	\$1210.86	\$1328.37		Biweekly
	12.20	13.67	15.14	16.60		Apprx Hrly
	2114.00	2369.00	2624.00	2878.00		Apprx Mth
III. Tandem Truck Driver	\$1328.37					Biweekly
Four Wheel Drive	16.60					Apprx Hrly
Plow	2878.00					Apprx Mth
IV. Sign Installer	\$1374.41					Biweekly
	17.18					Apprx Hrly
	2978.00					Apprx Mth
V. Stock Clerk	\$1382.90					Biweekly
	17.29					Apprx Hrly
	2996.00					Apprx Mth
VI. Crew Leader	\$1256.34	\$1298.62	\$1339.25	\$1374.86	\$1410.02	Biweekly
	15.70	16.23	16.74	17.19	17.63	Apprx Hrly
	2722.00	2814.00	2902.00	2979.00	3055.00	Apprx Mth
VII. Mechanic	\$1264.83	\$1307.11	\$1347.73	\$1383.35	\$1418.51	Biweekly
	15.81	16.34	16.85	17.29	17.73	Apprx Hrly
	2740.00	2832.00	2920.00	2997.00	3073.00	Apprx Mth
VIII. Lead Mechanic	\$1304.83	\$1356.42	\$1410.33	\$1465.45	\$1524.08	Biweekly
	16.31	16.96	17.63	18.32	19.05	Apprx Hrly
	2827.00	2939.00	3056.00	3175.00	3302.00	Apprx Mth

Prior to 01/01/90 any individuals previously classified as Equipment Operator will continue to receive Wage Level IV rates of pay subject to the provisions of Article XI.

EQUIPMENT PAY RATES

Employees who are assigned to use the following pieces of equipment will be paid at Wage Level IV under the following conditions:

I. Boom Arm Mower	Hydraulic Excavator	Skid Steer Loader w/ Attachments
Centerline Operator (paint guns)	Mower w/ Multiple Attachments	Slip Paver
Dozer-Crawler	Pavement Router	Steamer Unit
Front End Loader	Pressurized Tar Kettles	Stump Grinder
Grader	Rubber Tire Roller	Tractor-Sprayer
Hand Striper	Sewer Jet	Vacuum Sweeper
Hi-Ranger		

- The employee assigned to those pieces of equipment will receive Wage Level IV rate of pay for eight (8) hours. If the work assignment is interrupted by an equipment breakdown or weather conditions, employees will be paid for the actual hours of operations.
- If a piece of equipment allows for multiple operators, the additional employees assigned to that equipment will be paid Wage Level IV rates for actual hours of operation.

II. Air Compressor Controls	Jack Hammers	Walk-behind Pavement Grinder
Back Hoe	Lute Rake	Wood Chipper
Cement Finisher	Walk-behind Concrete Saw	

- Individuals assigned to operate these pieces of equipment will be paid Wage Level IV for four (4) hours. Needed additional operators will also be paid at Wage Level IV for four (4) hours.

All other equipment not listed here, will be subject to approval by the Field Operations Manager and paid based on actual hours worked.